

**Preventive Maintenance Contract
Scope of Work for
Fuel Systems
SEK20015Q0004**

**United States Embassy
Malabo, Equatorial Guinea
2015**

**United States Department of State
OVERSEAS BUILDING OPERATIONS**

U.S. Embassy Malabo
Date: May 26, 2015

To: Prospective Quoters

Subject: Request for Quotations number SEK20015Q0004

Enclosed is a Request for Quotations (RFQ) for fuel systems maintenance services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

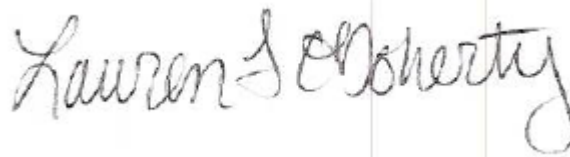
The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Prior to contract award, the successful offeror(s) will be required to have a DUNS number and be registered in SAM/CCR through the following sites: DUNS – www.dnb.com and SAM/CCR – www.sam.gov.

The Embassy will host a meeting for perspective bidders on June 10, 2015 at 2:00PM, at which time the Contracting Officer Representative will be available to answer questions and walk bidders around the compound. If you are interested in attending, please contact Tito Abeso (AbesoTG@state.gov) to provide your name and contact information.

Quotations are due by June 26, 2015 at 12:00pm.

Sincerely,

A handwritten signature in dark ink, reading "Lauren F. O'Doherty". The signature is written in a cursive style with a large, looping "L" and "O".

Lauren F. O'Doherty
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 53	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)		4. ORDER NUMBER		5. SOLICITATION NUMBER SEK200015Q0004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lauren O'Doherty		b. TELEPHONE NUMBER (No collect calls) odohertylf@state.gov		6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 05-26-2015	
9. ISSUED BY US Embassy Malabo Malabo II Highway Malabo, Equatorial Guinea				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.		13b. RATING	
15. DELIVERY TO US Embassy Malabo Malabo II Highway Malabo, Equatorial Guinea				16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED: ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED: ADDENDA			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REF. OFFER DATED (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED (mm-dd-yyyy)		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31b. NAME OF CONTRACTING OFFICER (Type or Print)	
31c. DATE SIGNED (mm-dd-yyyy)		31d. DATE SIGNED (mm-dd-yyyy)		31e. DATE SIGNED (mm-dd-yyyy)			

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)	
41c. DATE (mm-dd-yyyy)		42c. DATE REC'D (mm-dd-yyyy)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

SECTION 1 - THE SCHEDULE

1.0 DESCRIPTION

The US Embassy in **Malabo, Equatorial Guinea** requires preventive maintenance services for their fuel systems. These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

1.1. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in US Dollars. Prices for all Contract Line Item Numbers (CLIN) shall include proper disposal of toxic substances as per Item 8.3 where applicable. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

1.2. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than September 15, 2015.

2.0 PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and GST (if applicable).

2.1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Fuel Control Unit (Compound/ Fire pump room/ Safe haven System)	2	Semi annual	1		
102	Fuel Control Unit (Level and leak detection)	1	Annual	1		
103	Fuel pump (Red Jacket)	4	Semi annual	1		
104	Fuel Return pump	3	Annual	1		
105	Fuel Storage Tank	2	Semi Annual	1		
106	Fuel Day Tank	4	Annual	1		
	Total Base Year					

2.2. Option Year 1. The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Fuel Control Unit (Compound/ Fire pump room/ Safe haven System)	2	Semi annual	1		
102	Fuel Control Unit (Level and leak detection)	1	Annual	1		
103	Fuel pump (Red Jacket)	4	Semi annual	1		
104	Fuel Return pump	3	Annual	1		
105	Fuel Storage Tank	2	Semi annual	1		
106	Fuel Day Tank	4	Annual	1		

	Total Option Year 1					
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2.3. Option Year 2. The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Fuel Control Unit (Compound/ Fire pump room/ Safe haven System	2	Semi annual	1		
102	Fuel Control Unit (Level and leak detection)	1	Annual	1		
103	Fuel pump (Red Jacket)	4	Semi annual	1		
104	Fuel Return pump	3	Annual	1		
105	Fuel Storage Tank	2	Semi Annual	1		
106	Fuel Day Tank	4	Annual	1		
	Total Option Year 2					

2.4. Option Year 3. The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Fuel Control Unit (Compound/ Fire pump room/ Safe haven System	2	Semi annual	1		
102	Fuel Control Unit (Level and leak detection)	1	Annual	1		
103	Fuel pump (Red Jacket)	4	Semi annual	1		
104	Fuel Return pump	3	Annual	1		

105	Fuel Storage Tank	2	Semi Annual	1		
106	Fuel Day Tank	4	Annual	1		
	Total Option Year 3					

2.5. Option Year 4. The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Fuel Control Unit (Compound/ Fire pump room/ Safe haven System	2	Semi annual	1		
102	Fuel Control Unit (Level and leak detection)	1	Annual	1		
103	Fuel pump (Red Jacket)	4	Semi annual	1		
104	Fuel Return pump	3	Annual	1		
105	Fuel Storage Tank	2	Semi Annual	1		
106	Fuel Day Tank	4	Annual	1		
	Total Option Year 4					

2.6. Total for all years:

Base Year	\$_____
Option Year 1	\$_____
Option Year 2	\$_____
Option Year 3	\$_____
Option Year 4	\$_____
TOTAL	\$_____

2.7 Repair option. Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3 any

necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval.

Repair Labor Rates

Base Year	\$_____ /hr
Option Year 1	\$_____ /hr
Option Year 2	\$_____ /hr
Option Year 3	\$_____ /hr
Option Year 4	\$_____ /hr

2.8 Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside the contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a four-hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below. **Please indicate how the emergency service will be billed (hourly, trip charge, etc).**

Emergency Service Rates

Base Year	\$_____
Option Year 1	\$_____
Option Year 2	\$_____
Option Year 3	\$_____
Option Year 4	\$_____

3.0 NOTICE TO PROCEED

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start.

DESCRIPTION/SPECIFICATION/WORK STATEMENT

4.0 EQUIPMENT AND PERFORMANCE REQUIREMENTS

4.1. The American Embassy in Malabo, Equatorial Guinea requires the Contractor to maintain the following systems in a safe, reliable and efficient operating condition. Please see equipment list included in Exhibit A for a more detailed description.

- Fuel Pump, Fuel Storage Tank, Panel Controls

4.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance; and provide consumable materials.

4.3. Performance Standards

All work in this agreement shall be completed in a professional and timely manner. Those working on the equipment should be certified and the quality of work should reflect that. The Contractor shall schedule all preventive maintenance work with the site Facility Manager to avoid disrupting the business operation of the Embassy.

5.0 HOURS OF PERFORMANCE

5.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 8:00 and 17:30 Monday through Thursday and between 8:00 and 12:00 Friday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
International Women's Day
Good Friday
Labor Day (Equatorial Guinea)
Memorial Day
Feast of Corpus Christi
President's Birthday (Equatorial Guinea)
Independence Day
Liberty Day
Fundamental Law Day
Labor Day (USA)
Independence Day (Equatorial Guinea)
Columbus Day
Veterans Day
Feast of Santa Isabel
Thanksgiving Day
Feast of the Immaculate Conception

Christmas Day

6.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1 General. The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.

6.2 Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 10 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**

6.2.1 Vehicles. Contractor vehicles will not be permitted inside the Embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

6.2.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the outermost clothing at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of end work day, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

6.3 Security Clearances. Security clearances are not a requirement for performance on this contract, as there will be no access to classified information or areas.

6.3.1 The Contractor must comply with all of the following requirements relating to the protection of U.S. Embassy in Malabo, Diplomatic personnel, property and compound project information and cooperate fully in all security matters that may arise relating to this contract.

Contractor personnel are subject to search of their person, belongings and effects when accessing the Embassy compound. Prohibited items are weapons of any kind, computers, cameras, recording devices or other electronics not approved by the RSO.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the

operation of the U. S. Embassy and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the Embassy.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified” and US Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer’s Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or hand carried by authorized contractor personnel.

Discussion of U.S. Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance,

film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

6.4 Standards of Conduct

6.4.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

6.4.2 Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

6.4.3 Disorderly Conduct. The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations such as gambling or loaning of money while on Government property.

6.4.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

6.4.5 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

6.4.6 Key Control. The Contractor **will not** be issued any keys. The keys will be checked out from Post 1 on the day of service requirements.

6.4.7 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

7.0 SCHEDULED PREVENTIVE MAINTENANCE

7.1. General

7.1.1. The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

7.1.2. The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered to post.

7.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, gears.) **Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance.** The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

7.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

7.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

7.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.

7.2.2. It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

8.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

8.1 Contractor furnished materials will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory. See 7.1.2.

8.2 Repairs. Repairs are not included in this contract. See Item 7.1.3. Exclusions.

8.3 Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

9. DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (#6.2)	1	10 days after contract award	COR
Certificate of Insurance (#10.2)	1	10 days after contract award	COR
Checklist signed by Contractor's employee (#7.2.1)	1	After completion of each maintenance service	COR
Invoice (#15)	1	After completion of each maintenance service	COR

10.0 INSURANCE REQUIREMENTS

10.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

10.2 **Insurance.** The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. **The Contractor shall carry the following minimum insurance:**

Public Liability Insurance

Bodily Injury	\$100,000 per occurrence	\$1,000,000 Cumulative
Property Damage	\$100,000 per occurrence	\$1,000,000 Cumulative

Workers' Compensation and Employer's Liability

10.3 **Worker's Compensation Insurance.** The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas").

11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

12.0 QUALITY ASSURANCE PLAN (QAP).

12.1 **Plan.** This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the Contract. The role of the Government is to conduct quality assurance to ensure that Contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all services set forth in the performance work statement (PWS)	1 thru 12	All required services are performed and no more than one (1) customer complaint is received per month

12.2 **Surveillance.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

12.3 **Standard.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

12.4. Procedures.

12.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

12.4.2 The COR will complete appropriate documentation to record the complaint.

12.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

12.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

12.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

12.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

12.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

12.4.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

13. TRANSITIONS/CONTACTS

Within 10 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

13.1 On site contact. The following are the designated contact personnel between the US Embassy Malabo and the Contractor

-Facility Manager: (240-555-000306)

-Technical Specialist: (Merton Bunker, 703-875-7001, and bunkermw@state.gov)

14. SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Embassy's payment office, whichever is later. Invoices shall be sent to:

UNITED STATES EMBASSY
Malabo II
Malabo, Equatorial Guinea
MalaboBFOPer@state.gov

Exhibit A - - STATEMENT OF WORK

I. GENERAL INFORMATION:

The US Embassy in Malabo, Equatorial Guinea requires preventive maintenance services for their fuel systems. These services shall result in all systems being serviced under this agreement being in good, operational condition when activated.

II. PROJECT REQUIREMENTS:

DESCRIPTION OF EQUIPMENT *:

**Please see attachment at the end of this sheet for more details*

Fuel Pump, Fuel Storage Tank, Panel Controls

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff has service manuals for the Fuel System on site

IV. SCOPE OF WORK - FUEL SYSTEM PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use safety protection while all work is performed. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

If any discrepancies are found with the generator system that are not covered under this scope of work then the contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work must be done:

Fuel Storage Tanks

Annual:

- Check floats and leveling devices in tank.
Check the float adjustment with depth level indicators.

- Clean breather vents, conservation vents, and flame arrestors where appropriate.
- Check for signs of tank leakage.
- Verify all locking devices in place.
- Validate operation of automatic controls including leak and level detection.

Fuel Pumps

Annual:

- Inspect electrical wiring for damage.
- Verify pump is pumping at capacity by measuring the time required to transfer a specific volume of fuel.
- Measure and record voltage at the pump and actual current draw and compare to nameplate readings.

Panel Control

Annual:

- Leak sensors should be visually inspected for fouling or clogging at least every 12 months.
- Contractor is to clean sensors if possible. The Contractor should provide the Facility Manager a list of sensors that are damaged or excessively dirty.

Semi-Annual:

- Console should be tested every six months.
- Power down unit, count to 5 then power back up and check for errors.
- The inventory probe readings should be compared against stick measurements every six months.

Equipment List:

Equipment	Quantity	Model
Fuel Control Unit	1	TMS 3000 Tank Manager System
Fuel Control Unit (Level and leak detection)	2	ETD 1000 Electronic Tank Display
Fuel pump (Red Jacket)	4	P7543_3RJ2
Fuel Return pump	3	5KCR49PN0095AX
Fuel Storage Tank	2	Underground Double Walled Fiberglass DWG 638-451, 638-452
Fuel Day Tank	3	Double Walled Steel

END OF STATEMENT OF WORK

ATTACHMENT A
CONTRACTOR SAFETY REQUIREMENTS

PROJECT: FUEL SYSTEMS PREVENTIVE MAINTENANCE SERVICE CONTRACT

1. PURPOSE

To inform Contractor of the general responsibilities related to Safety and Health for post managed construction projects. The responsibilities and other issues declared in this document will be applied to ALL the projects, extra or different requirements will be established directly by the Project Manager and/or the POSHO when needed.

2. GENERAL

The following is required of the contractor and subcontractors:

- 2.1. Contractor must demonstrate understanding of his responsibilities under Post Managed Construction Project safety program by addressing hazards in preplanning processes and meetings.
- 2.2. Prior to starting a project, Contractor is required to review the work site and identify hazards that may occur while performing the job.
- 2.3. Prior to starting a project, Contractor shall contact Contracting Officer (CO), to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint and other hazardous materials.
- 2.4. Per 15 FAM 935, Contractor must provide their employees with a safe and healthful condition of employment.
- 2.5. Contractor is expected to provide a “competent person” to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
- 2.6. Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department’s Hazardous Waste Management Policy as well as local rules and regulations.
- 2.7. Contractor shall ensure proper safety, health and environmental requirements of EM 385-1-1 applicable to their project are followed.
- 2.8. Contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.
- 2.9. Contractor will report accidents to the post POSHO or A-POSHO.

3. BARRICADING AND FENCING

Contractor has the responsibility to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities. Barricades act as warning devices, alerting others

of the hazards created by construction activities, and should be used to control vehicular and pedestrian traffic safely through or around the work site.

Contractor is required to:

- 3.1. Erect and maintain for the duration of the Contract proper barricades including fencing material, traffic cones, caution tape and temporary curb ramps complying with all access codes and regulations at all closed crosswalks and existing closed curb ramps.
- 3.2. Obtain all applicable permits required by the regulations.
- 3.3. Furnish, erect, and maintain all necessary signs, barricades, lighting, fencing, bridging, and flaggers that conform to the requirements set forth by OSHA.
- 3.4. Ensure that no construction materials be stored and/or placed on the path-of travel.
- 3.5. Maintain the construction barriers in a sound, neat, and clean condition.
- 3.6. Not occupy public sidewalks except where pedestrian protection is provided. The Contractor shall not obstruct free and convenient approach to any fire hydrant, alarm box, or utility box.
- 3.7. Remove barriers and enclosures upon completion of the work in accordance with applicable regulatory requirements and to the satisfaction of the owner.
- 3.8. Provide protection for pedestrians consistent with all local codes, including the Americans with Disabilities Act (ADA).

4. HAND AND POWER TOOL SAFETY

Contractor has the responsibility to provide safe working conditions of tools and equipment.

Contractor is required to:

- 4.1. Ensure the safety of tools and equipment used by its employees.
- 4.2. Inspect at regular intervals and maintain in good repair all tools in accordance with the manufacturers' specification.
- 4.3. Ensure that all operating and moving parts operate and are clean.
- 4.4. Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
- 4.5. Ensure that tools are used for their intended purposes.
- 4.6. Ensure that all employees receive instruction on regulations and the safe use of each power tool.
- 4.7. Provide owners' manuals including manufacturer's specifications and suggested work practices and make available upon request to all employees required to use the equipment.

5. PERSONAL PROTECTIVE EQUIPMENT

Contractor has the responsibility to provide personal protective equipment standard while performing work at the Post.

Contractor is required to comply with the following provisions:

- 5.1. Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

- 5.2. Each affected employee shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- 5.3. Each affected employee shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls.
- 5.4. Each affected employee shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near exposed electrical conductors which could contact the head.
- 5.5. Each affected employee shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.
- 5.6. Each affected employee shall wear protective ear-wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
- 5.7. Each affected employee shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
- 5.8. Contractors shall provide training and upon completion, each employee shall be tested, and certified in writing by the trainer. If at any time the trained employee changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the employee shall be retrained and re-certified.

The hazards analysis is provided at the end (Attachment 1.1) of this document to specify the Protective Equipment required for the tasks to be performed.

6. NOISE

Contractor will take care of construction generated noise pollution. Post may impose additional time limitations on particular projects expected to make noise.

Contractor is required to:

- 6.1. Identify noisy equipment and noisy operations and plan their work to provide maximal noise protection to employees and the community.
- 6.2. Schedule noisy operations during off hours if possible. Noisy construction or demolition can be performed only during the hours of 7:00 am through 7:00 pm on weekdays, and the generated noise cannot exceed 80 dB except for pile driving.
- 6.3. Provide a plan for how a contractor will comply with these regulations to the POSHO and/or A-POSHO in advance of the project.
- 6.4. Erect barriers to isolate occupied space from noisy operations when required.
- 6.5. Implement a hearing conservation program when employees are exposed to 80 dB or more in an 8 hour day. These programs include annual audiometric testing and require hearing protection devices, such as earplugs.
- 6.6. Implement engineering or administrative noise controls when exposure exceeds 85 db. Engineering controls include redesigning the space to reduce machinery noise, replacing machinery with quieter equipment, enclosing the noise source or enclosing the noise

receiver. Administrative controls include mandating the length of time an employee can be exposed to a particular noise source.

7. FALL PROTECTION

Contractor has the responsibility to provide safe conditions when performing work at elevated surfaces (unguarded locations above six feet) at posts. Such locations may include but is not limited to the following:

- Portable and fixed ladders
- Aerial lifts
- Scaffolds
- Roofs
- Elevated work locations and platforms

Contractor is required to:

- 7.1. Reduce the hazards associated with falls.
- 7.2. Control fall hazards first through engineering controls.
- 7.3. Institute personal fall arrest systems, administrative controls and training when engineering controls are not feasible.
- 7.4. Have a formal fall protection program in accordance with OSHA requirements or equivalent as determined by the POSHO.
- 7.5. Have the necessary fall protection equipment to safely perform the job.
- 7.6. Have workers properly trained in the use of fall protection equipment.
- 7.7. Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.

8. SCAFFOLDING

Contractor has responsibility to provide safe conditions when using, erecting and breaking down scaffolding.

Contractor is required to:

- 8.1. Understand and comply with the Post's Contractor Safety Program and propose scaffolding structure that is equivalent to those required by OSHA or accepted by POSHO.
- 8.2. Ensure all employees have received training in the use of scaffoldings.
- 8.3. Contact the POSHO with questions regarding safety and required precautions.

Contractor is also required to ensure that the scaffoldings are:

- 8.4. Erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
- 8.5. Erected on sound and rigid footing, capable of carrying the maximum intended load without settling or displacement.
- 8.6. Securely fastened with all braces, pins, screw jacks, base plates and other fittings installed as required by the manufacturer.
- 8.7. Limited to authorized personnel only, especially after working hours.
- 8.8. Equipped with standard guardrails and toe boards on all open sides and ends of platforms four (4) to ten (10) feet in height.
- 8.9. Provided with a screen with maximum ½ inch openings between the toe board and the guardrail, where persons are required to work or pass under the scaffold.

The contractor shall ensure that the planking be:

- 8.10. Scaffold grade or equivalent.
- 8.11. Overlapped a minimum of 12 inches or secured from movement.
- 8.12. Extended over their end supports for less than 6 and never more than 12 inches.

9. DEBRIS AND HAZARDOUS WASTE MANAGEMENT

Contractor will take care under OBO's Hazardous Waste Management Program when handling, storing, transporting, and disposing of hazardous wastes generated at the Post. Debris handling, storing, transporting, and disposing will also comply with Post and local Safety and Health requirements.

Contractor is required to:

- 9.1. Identify any potential hazardous wastes associated with the planned work activity prior to commencing work.
- 9.2. Implement their own hazardous waste and employee training programs for the specific materials identified.
- 9.3. Ensure no wastes are abandoned in place.
- 9.4. Notify the POSHO and/or A-POSHO prior to the transportation, handling, storage and disposal of all solid and hazardous wastes potentially generated as part of the proposed work activities.
- 9.5. Comply with all local and OBO/OM/FAC Hazmat and Environmental Services policies and procedures.
- 9.6. Forward copies of all transportation, handling, storage, and disposal records including but not limited to Hazardous Waste Manifests, DOT Permits, and Disposal or Recycling certificates to the POSHO and/or A-POSHO.

10. HAZARD COMMUNICATIONS

Contractor will be responsible under OBO's hazard communication policy regarding potentially hazardous materials present on construction sites and in posts buildings.

Contractor is required to:

- 10.1. Maintain an effective hazard communication program.
- 10.2. Ensure that POSHOs disclose known site-specific hazards such as the presence of chemical, radiological or biological materials to post managed construction contractors.
- 10.3. Maintain and have accessible copies of Material Safety Data Sheets (MSDSs or equivalents) for chemicals brought onto post's property.
- 10.4. Forward MSDSs of hazardous materials (that produce strong odors) to the POSHO for review.
- 10.5. Use and store all hazardous or flammable chemicals, liquids, or gases brought onto the project site in approved containers conforming to post's and applicable local regulations.
- 10.6. Secure permits, if applicable, for the temporary storage of hazardous materials on the project site.

- 10.7. Ensure that spills of hazardous materials are contained and cleaned-up immediately and that all necessary means and materials are maintained at the work site to accomplish this task.
- 10.8. Notify the POSHO and/or A-POSHO immediately of a hazardous material spill.
- 10.9. Report to POSHO and/or A-POSHO immediately the discovery of any hazardous materials which has not been rendered harmless.

11. ELECTRICAL SAFETY

Contractors will be responsible to take care of any incident when performing work that may impact electrical systems on posts' properties. Such activities include, but are not limited to:

- Installation of electrical systems, components, machinery, and equipment.
- Alterations of electrical systems, components, machinery, and equipment.
- Maintenance of existing systems and equipment.
- Demolition of existing systems.
- Temporary planned outages.
- Tests and diagnostics.

Contractors are required to:

- 11.1. Identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- 11.2. Notify the POSHO and the Project Manager of impact activities prior to the start of work.
- 11.3. Coordinate planned outages with POSHO and the Project Manager.
- 11.4. Ensure all employees performing impact activities have received sufficient training in compliance with post's, OBO's and local regulations.
- 11.5. Ensure all employees are provided adequate personal protective equipment as required by the regulations.
- 11.6. Ensure all work is performed in accordance with the guidelines of federal and local regulations.
- 11.7. Follow Lock-Out/Tag-Out procedures for the Control of Hazardous Energy as specified in the OSHA 29 CFR 1910.147 Standard, and in the Post's Lock-Out/Tag-Out program.

12. LOCKOUT / TAGOUT

Contractor has responsibility when performing lockout/tagout activities at posts to ensure all persons potentially affected by de-energizing or reenergizing of building systems are properly protected and notified.

Contractors are responsible for the following:

- 12.1. Having a lockout/tag out program prior to performing work.
- 12.2. Having trained employees prior to performing work.
- 12.3. Understanding and complying with the Post's lockout program.
- 12.4. Informing the contracting officer and POSHO if their program deviates from the Post's program.
- 12.5. Coordinating with the POSHO prior to performing lockout/tag out activities.
- 12.6. Providing their own lockout/tag out equipment that meets OSHA standards.
- 12.7. Performing lockout/tag out activities in accordance with OSHA standards.

- 12.8. Following special procedures for jobs requiring multiple lockout devices and those involving shift or personnel changes.

13. HOT WORK PERMIT

The hot work permit is designed to reduce the potential of an uncontrolled ignition of materials in a hot work area.

Contractors must be responsible for the following:

- 13.1. Understanding and complying with the Post's hot work permit program.
- 13.2. Having trained employees and approved fire prevention equipment on site prior to performing work.
- 13.3. Obtaining a hot work permit from the POSHO or A-POSHO prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.
- 13.4. Coordinating with the POSHO or A-POSHO the temporary shutdown of localized fire systems to prevent possible fire alarm activation and disruption of normal business operations.
- 13.5. Posting the hot work permit at the job site in an accessible and conspicuous location.
- 13.6. Submitting the hot work permit to the POSHO or A-POSHO at the completion of the activity.
- 13.7. Conducting their hot work activities in a sound fire safe manner and following the precautions outlined on the hot work permit.
- 13.8. Assuring that a firewatcher remains on the job for 60 minutes after the completion of the hot work.
- 13.9. Establishing works area barriers according to the job to be performed to protect also pedestrians, these barriers shall comply with OSHA standards and post's hot work program.

14. CONFINED SPACE ENTRY

Contractors will be responsible to comply with their responsibilities during confined space entry activities at posts. Types of confined space entries may include but are not limited to: telecommunication manholes, HVAC systems, sewer manholes, sewage ejection chambers, steam manholes, crawlspaces, boilers, tanks, and water-meter manholes.

Confined space is defined as any space that:

- (1) Is large enough and so configured that an employee can bodily enter and perform assigned work.
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry).
- (3) Is not designed for continuous employee occupancy.

Contractors must be responsible for the following:

- 14.1. Identify permit-required confined spaces.
- 14.2. Evaluate each confined space for the following:
 - Presence of explosive gases equal to or greater than 10% of lower explosive limit (LEL).
 - Oxygen Deficiency and Oxygen Enriched Atmospheres

- Concentrations of Carbon Monoxide and Hydrogen Sulfide.
 - Electric shocks, burns, walking/working surfaces, heat stress, noise hazards, and/or any other recognized hazard.
- 14.3. Control potential hazards with the following measures:
 - Mechanical – Use proper lockout/tag out procedures when needed to prevent hazards within the confined space
 - Ventilation – If exposed to harmful vapors or an oxygen deficient atmosphere exists; a ventilation fan shall be used for the duration of the job.
 - Slips and fall – Use caution if shoes and /or ladders are wet or oily. Inspect shoes prior to entry.
 - Burns and Heat Stress – The use of a ventilation fan will provide cooler temperatures. Use caution around hot equipment and avoid overexertion within the space. Take frequent breaks if needed.
 - 14.4. Prevent an explosion, not using equipment that may cause flame or sparks in an oxygen-enriched atmosphere.
 - 14.5. Use personal protective equipment (goggles, gloves, dust mask, respirator) when a potential hazard exists
 - 14.6. Coordinate entry operations when employees are working in or near the area
 - 14.7. Inform the POSHO of entry procedures that will be followed and of any hazards identified or created
 - 14.8. Provide documentation of their company's entry procedures to Contracting Officer or POSHO before work begins
 - 14.9. Provide rescue operation procedures.

15. ADDITIONAL NOTES

The POSHO or A-POSHO at post will report any deficiency found on the Safety inspections to the Contractor, in case it is grave, the works can be stopped until the condition is fixed. During the jobs and if different work conditions appear, POSHO or A-POSHO can indicate further safety requirements to the contractor.

ATTACHMENT B
PROJECT HAZARD ASSESSMENT

PROJECT: FUEL SYSTEMS PREVENTIVE MAINTENANCE SERVICE CONTRACT

Note: The hazard analysis and PPE related to it detailed in this document will be applied to ALL the projects according to the works done, extra or different requirements will be established directly by the Project Manager and/or the POSHO when needed, doubts about it shall be asked to them.

Date:	Location:
Assessment Conducted By:	
Specific Tasks Performed at this Location: Demolition jobs Walls renovation and construction Electrical jobs related to constructions and renovation works Fire system works (sprinklers implementation, etc.) Masonry and painting works Air conditioner renovation and construction works Hot work	

1. Overhead Hazards

- Suspended loads that could fall
- Overhead beams or loads that could be hit against
- Energized wires or equipment that could be hit against
- Employees work at elevated site who could drop objects on others below
- Sharp objects or corners at head level
- Flying or propelled objects
- Falling objects or materials

Hard Hat Required	Yes	
If yes, determine the type and class: <ul style="list-style-type: none">• Class G (impact and penetration resistance, plus low-voltage electrical insulation) when performing electrical jobs• Class C (impact and penetration resistance) Hard hat for general construction jobs		

2. Eye and Face Hazards

- Chemical splashes
- Dust
- Smoke and fumes
- Chemical gases or vapors
- Welding operations
- Projectiles

- Flying particles

Eye and Face Protection Required	Yes	
Types of Eye and Face Protection		
Safety glasses or goggles	Yes	
Face shield	Yes	

- **Safety glasses or goggles must be used in demolition and construction jobs, also in any masonry and painting job.**
- **Specific face shield must be provided for welding jobs according to OSHA regulations apart from safety glasses or goggles.**

3. Hand Hazards

- Skin exposure (painting materials)
- Sharp edges, splinters, etc.
- Harmful temperature extremes
- Exposed electrical wires
- Sharp tools, machine parts, etc.
- Material handling
- Severe cuts, lacerations or abrasions
- Punctures
- Chemical burns and/or thermal burns

Hand Protection Required	Yes	
Determine the type and class:		
Chemical Resistant		No
Temperature Resistant: Special welders gloves	Yes	
Abrasion Resistant		No
Other (Explain): Electrician gloves for possible electric works with proper isolation. General working gloves for construction tasks (mechanix) Nitrile gloves for painting jobs (according to the type of paint)	Yes	

4. Foot Hazards

- Heavy materials handled by employees
- Sharp edges or points (puncture risk)
- Construction/demolition
- Falling/rolling objects
- Piercing/cutting injuries
- Electrical hazards

Foot Protection Required	Yes	
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Types of Foot Protection:		
Toe protection (Steel toe)	Yes	
Metatarsal protection		No
Electrical Insulation	Yes	
Puncture resistant	Yes	
Other (Explain) Waterproof Slip resistant Oil resistant	Yes	

5. Respiratory Hazards

- Chemical exposure
- Vapors exposure
- Extreme dust exposure
- Other agents exposure that may be inhaled

Personal Respiratory Protection Required	Yes	
Determine the type		
<ul style="list-style-type: none"> • Type I. Half mask respirator (no valve) To use when painting with water based paint 	Yes	
<ul style="list-style-type: none"> • Type II Half mask respirator (with valve) To use in hot work jobs To use while performing demolition and construction jobs generating low quantities of dust and when painting according to the type of paint 	Yes	
<ul style="list-style-type: none"> • Type III Air purifying respirator with particle cartridges To use while performing demolition and construction jobs generating considerable quantities of dust and when painting according to the type of paint 	Yes	
<ul style="list-style-type: none"> • Type V Air purifying respirator with organic vapors cartridges 		No
<ul style="list-style-type: none"> • Other (Explain) 		No

- **The half mask respirators use will depend on the quantity of dust or other materials resulting on the demolition and construction works, the kind of paint to be used and the space ventilation.**

6. Exterior Hazards (protection of the work area)

- Traffic of external personnel

Delimitation of work area required?	Yes	
If yes, determine the type		
The work area will have to be clearly delimited and of restricted access, yellow bands and barriers must be placed to avoid the entrance of not allowed personnel, caution signs must be placed in a visible area. When not working, the area will remain perfectly closed.		
When performing hot work tasks, guards shall be used to confine the heat, sparks, and slag, welding screens according to OSHA requirements shall be placed.		

7. Noise Hazards

- Machinery noise exposure
- Demolition/construction noise exposure

Hearing protection needed?	Yes	
If yes, determine the type		
Hearing protector attenuation must be sufficient to reduce employee exposure to a TWA of 85 dB. Check at http://www2a.cdc.gov/hp-devices/hp_srchpg01.asp for types and brands of hearing protection and their NRR.		
• Earplugs with at least 26 NRR	Yes	
• Earmuffs with at least 23 NRR	Yes	

- **Hearing protection will be selected according to the attenuation needed.**

8. Electrical Hazards

- Use of electrical tools
- People exposure to electric sources

Electrical issues found?	Yes	
If yes, determine the type		
Electric tools are planned to be used, contractor must specify that the tool covers the proper safety requirements (maintenance, GFCI, guards), workers must be trained on the use of the tool and it must be regularly inspected by the contractor, if by any case the item presents a bad state or doesn't cover SHEMA and Post requirements it will be replaced for a better item.		
• List of electric tools to be used and their inspection documentation needed?	Yes	

- **Contractor MUST make a previous inspection of all the electronic items he is planning to use, in case he doesn't know the basic safety requirements needed, he shall contact A-POSHO for the information.**

9. Miscellaneous hazards

- Work on heights (fall hazards)
- Use of ladders, scaffolding or other elevated elements
- Exposure of other body parts to abrasion, laceration and burn hazards

Other protection needed?	Yes	
If yes, determine the type		

Personal protective equipment not listed on the preceding points will be required when employees are exposed to laceration, burn, abrasion, chemical and fall hazards. Personal protective equipment to consider includes: Chaps, aprons, protective sleeves, knee pads, coveralls, safety vests, welding coats, and personal fall restraint and arrest systems.

10. Summary of Hazard and the Required PPE at Post

Hazards Identified	Recommended PPE
Overhead Hazards	Class C (impact and penetration resistance) Hard hat for general construction jobs Class G (impact and penetration resistance, plus low-voltage electrical insulation) when performing electrical jobs
Eye and Face Hazard	Safety glasses or goggles Face shield for welding
Hand hazards	Special welders gloves for hot work Electrician gloves with proper isolation for electric jobs. General working gloves for construction tasks (mechanix) Nitrile gloves for painting jobs (according to the type of paint)
Foot hazards	Safety shoes that are waterproof, slip resistant, oil resistant, toe protected (steel toe), electrical Insulated and puncture resistant
Respiratory hazards	Type I. Half mask respirator (no valve) Type II Half mask respirator (with valve) Type III Air purifying respirator with particle cartridges
Exterior hazards	Restricted access barriers and signs Guards to confine the heat, sparks, and slag, welding screens when performing hot work
Noise hazards	Earplugs with at least 26 NRR Earmuffs with at least 23 NRR
Miscellaneous hazards (fall hazards included)	Protective sleeves Knee pads Welding coats Personal fall restraint and arrest systems.
Hazards Identified	Extra Safety notes related
Electrical hazards	Inspection of the electric tools (guards, cords, etc.)

I certify that the above inspection was performed to the best of my knowledge.

(Signature)

(Date)

ATTACHMENT C
POST POLICIES, JOBS QUALITY AND SAFETY GUARANTEE
FOR CONTRACTORS PERFORMING WORK ON THE EMBASSY COMPOUND

ESCORTING OF LOCAL CONTRACTORS:

Proper escorting procedures will be briefed and must be approved (in advance) by the RSO. Guarantees guaranties

SAFETY PROCEDURES:

All contractor personnel shall meet contract specifications. Furthermore, procedures should follow SHEM guidelines outlined in 15FAM960. The POSHO can stop any work in case Safety specifications are not followed.

HOT PERMITS:

Any grinding, welding, or any work with Fire Hazard requires a Hot Permit from the Facility Management Office.

Any work with toxic materials or any material that can cause discomfort, harm, or injury to tenants must also require the issuance of a hot permit from the FM office.

JACK HAMMING OR CHIPPING:

Any work that involves continuous noise that will disrupt Post operations must have prior approval from the FM or be performed after normal business hours.

PROTECTION OF GOVERNMENT PROPERTY:

Proper procedures shall be used at all times when work is being conducted to protect existing building systems, finishes and equipment.

SMOKING:

US Government policy bans all smoking from inside any US Government property, including the rooftop or within 25 feet of a US Government building. Post has designated smoking areas.

ALCOHOL:

Anyone on the compound that smells of alcohol or appears to be under the influence will be taken to the RSO office. If the RSO Office determines the individual is under the influence he will be immediately removed from the compound and banned from returning.

DONATION OF MATERIALS AND TOOLS:

When contractors finish their job they must take away and properly dispose of all the tools used by them and any leftover, product of their works. In case a contractor wishes to donate any material or tool to the Embassy, he must direct to the Facilities Manager to obtain written donation permission, in case the donation is not accepted, the contractor will take it with him.

PERFORMED JOBS GUARANTEE

The below named contractor for the work on the indicated project, does hereby warrant that for a **period of five years**, from the date of the delivery of the jobs, the work will remain free from all defects in workmanship and material, and that it will comply with all the specific requirements of

the Specifications and other Contract Documents governing the work, the contractor also warrant that the final product has been calculated according to local needs (wind, earthquake, etc.) and that it's safe and stable, that all its elements are according to the calculus requirements according to local regulations. It is understood and agreed that in the event of defects and the necessity of making repairs, the Post will immediately notify the contractor in writing of its conditions and shall give the contractor reasonable time in which to make said repairs. If any person, firm, or corporation other than the above listed contractor has, since the completion of the work, performed or attempted to perform any repairs to the property then this warranty could become null and void. This warranty does not cover any repairs made by anyone other than the contractor or one of its authorized representatives.

TRADUCCIÓN DE CORTESÍA

POLÍTICAS INTERNAS, COMPROMISO DE CALIDAD Y GARANTÍAS POR PARTE DE LOS CONTRATISTAS ENCARGADOS DE REALIZAR TRABAJOS EN LA CANCILLERÍA

ESCOLTAS PARA CONTRATISTAS:

Los procedimientos apropiados de escolta serán informados y aprobados (con antelación) por la oficina de RSO.

PROCEDIMIENTOS DE SEGURIDAD:

Todo el personal contratista deberá seguir lo especificado en su contrato. Además, sus procedimientos deberán respetar los lineamientos de SHEM (Oficina de Salud, Seguridad y Protección Ambientan) especificados en el apartado 15FAM960. El POSHO (Oficial Local de Seguridad y Salud) puede detener cualquier trabajo en caso de que éste no cumpla con las especificaciones de seguridad requeridas.

PERMISO PARA TRABAJOS DE SOLDADURA:

Todo trabajo de soldadura, esmerilado o relacionado con riesgos de incendio requiere un permiso de trabajo con fuego (Hot Work Permit) de la oficina de Mantenimiento de Instalaciones (FAC). A su vez, cualquier trabajo con elementos tóxicos o cualquier otro material que pudiese ser dañino para el personal requiere este mismo permiso.

CONTAMINACIÓN SONORA:

Todo trabajo que genere ruido continuo que pudiese interrumpir o molestar los trabajos realizados en Cancillería deberá tener una aprobación previa del FM/POSHO o se deberá ejecutar fuera de horas laborales.

PROTECCIÓN DE PROPIEDAD GUBERNAMENTAL:

Los procedimientos necesarios para proteger las instalaciones, acabados y equipo de la embajada se deberán seguir todo el tiempo durante la realización de algún trabajo.

FUMAR:

La política del Gobierno de los Estados Unidos prohíbe fumar dentro de cualquier instalación de dicho gobierno, ello incluye azoteas y hasta 25 pies alrededor de las instalaciones. Se tienen áreas designadas para dicho uso.

ALCOHOL:

Cualquier persona que dentro de las instalaciones presente olor a alcohol o parezca estar bajo la influencia de éste será llevada a la oficina de seguridad (RSO). Si los oficiales determinan que un individuo está en estado alcohólico dicha persona será sacada del recinto y se le prohibirá el acceso definitivamente.

DONACIÓN DE MATERIALES Y HERRAMIENTAS:

Cuando los contratistas terminen sus trabajos deberán llevarse toda herramienta y/o material que hayan traído con ellos y deberán disponer de ellos de manera apropiada. En caso de que algún contratista desee donar cualquier material o herramienta a la Cancillería, se deberá dirigir a la oficina de FAC y obtener un permiso escrito en el que se establezca la autorización para dar y recibir dichos elementos, en caso de que la donación no sea aprobada, el contratista deberá retirar todo elemento y llevarlo consigo.

GARANTÍA DE LOS TRABAJOS REALIZADOS

El contratista especificado abajo para el trabajo que igualmente se detalla, extiende una garantía por un **periodo de 5 años**, a contar desde la fecha en la que se haga entrega de los trabajos, el trabajo/obra se entregará libre de defectos de construcción/ejecución al igual que no habrán defectos en sus materiales, dicho trabajo y sus materiales cumplirán con los requisitos detallados en su diseño y documentos entregados por el contratista previamente que se relacionen con el trabajo en cuestión estableciendo las características de los mismos, el contratista también garantiza que el trabajo final y/o estructura ha sido calculado de acuerdo a las necesidades locales (cargas de viento, sismo, etc.) y que ésta es segura y estable, garantiza que todos sus elementos son los adecuados de acuerdo a lo requerido conforme a la reglamentación del Distrito Federal. Se entiende y acuerda que en el caso de algún desperfecto y la posterior necesidad de reparar el mismo, la Cancillería notificará inmediatamente y por escrito al contratista de las condiciones que se presenten y proporcionará a éste último un tiempo razonable para realizar las reparaciones necesarias. Si cualquier persona o empresa ajena al contratista que se detalla abajo intenta realizar, a partir de la entrega del trabajo durante el tiempo de la garantía, cualquier reparación al mismo todas las garantías se podrán anular. Esta garantía no cubre ninguna reparación que no haya sido hecha por el contratista o alguno de sus representantes autorizados.

SIGNATURES / FIRMAS

I _____ have read post policies and understand that any violation of them can terminate access to the Post compound immediately for me and/or my Enterprise.

Yo _____ he leído las políticas de la Cancillería y de seguridad (RSO) y entiendo que cualquier violación de las mismas puede llevar a la prohibición inmediata del acceso de mi persona y/o mi Empresa.

I _____ declare that I am performing the jobs related to the FUEL SYSTEMS PREVENTIVE MAINTENANCE SERVICE and that I am responsible of its quality and structural analysis.

Yo _____ declare que estoy llevando a cabo los trabajos relacionados al MANTENIMIENTO PREVENTIVO DE LOS SISTEMAS DE COMBUSTIBLE y que soy responsable de la calidad y análisis estructural del mismo.

Contractor name and signature
Nombre y firma del Contratista

_____/_____/_____
Date
Fecha

SECTION 2 - Contract Clauses

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2014), is incorporated by reference (see SF-1449, Block 27A)
THE FOLLOWING FAR CLAUSE IS PROVIDED IN FULL TEXT:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Oct 2014) of 52.219-9.
- __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- __ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- __ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- __ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-13.
- __ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

___ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION CLAUSES (48 CFR Chapter 6)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet “search

engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-9 (JAN 2011)	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-12 (DEC 2012)	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.229-70 Excise Tax Exemption Status for Contractors Within the United States (JUL 1998)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.247-70 Notice of Shipments (FEB 2015)

At the time of delivery of supplies to a carrier for onward transportation, the Contractor shall give notice of prepaid shipment to the consignee establishment, and to other such persons as instructed by the Contracting Officer. If the Contractor has not received such instructions by 24 hours prior to the delivery time, the Contractor shall contact the Contracting Officer and request instructions from the Contracting Officer concerning the notice of shipment to be given. (End of clause)

652.247-71 Shipping Instructions (FEB 2015)

a) Each packing box shall be of solid construction in accordance with best commercial practices and sufficiently strong in direct ratio to the weight of the contents to withstand excessively rough handling while in transit overseas. It shall be constructed of lumber that is well seasoned, reasonably sound, free from bad cross grain and from knots or knotholes that interfere with nailing or that occupy more than 1/3 of the width of the piece of lumber. Box shall be constructed with three-way corners and diagonal bracing. All nails shall be cement-coated, of correct size and properly spaced to avoid splitting or warping, and shall be driven into the grain of the wood. Dimension of lumber shall be in accordance with the following table, dependent upon the weight of the contents:

Weight of box and Minimum dimensions of lumber for struts, contents frame members, and single diagonal braces

Up to 45 kg	19.05 x 57.15mm
46 to 113 kg	22.23 x 73.03mm
114 to 181 kg	22.23 x 98.43mm
182 to 272 kg	22.23 x 123.83mm or 25.4 x 98.43mm

(b) Each box shall be lined with waterproof paper and shall be bound with 19.05mm steel straps firmly stapled in position to prevent the straps from slipping off the box. Articles must be secured and braced inside the shipping container to prevent the articles from shifting.

(c) Packing cases weighing 453.5 kg and more must be equipped with skids. Each skid shall consist of two end sections of 50.8 x 152.4mm lumber placed flat and a center section of 50.8 x 101.6mm lumber placed flat and then arranged in line to provide 254mm forklift spaces between center and end sections. When goods are ready for shipment, the Contractor shall prepare four (4) copies of a packing list, indicating the contract and, if applicable, order numbers; case number; itemized list of contents; net and gross weights in kilograms; and outside dimensions, including all clears, of each shipping container. The Contractor shall provide three (3) copies of the packing list to the U.S. Despatch Agent specified in the contract or order. The Contractor shall place the fourth copy of the packing list in packing case number one, which shall be marked as such so that it is easily identified by the consignee. Upon receipt of the packing list, the Despatch Agent will furnish export marks and instructions regarding shipment to the port specified, depending upon steamer services available at the time.

(d) The export marks shall be stenciled on one side of each box reserved for that purpose, and the appropriate case number stenciled in the lower left-hand corner of the same side. The contract and, as necessary, order numbers, net and gross weights in kilograms shall be stenciled on the same side. However, if the size of the box is too small to accommodate all stenciling on one side, the contract and order numbers and weights may be stenciled on the side opposite that used for the export marks and case number.

(e) The contract and, as necessary, order numbers must appear on all containers and papers relating to this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

US Embassy Malabo
Finance Office
Malabo II Highway
Malabo, Equatorial Guinea

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

- (a) The Department of State observes the following days* as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
International Women's Day
Good Friday
Labor Day (Equatorial Guinea)
Memorial Day
Feast of Corpus Christi
President's Birthday (Equatorial Guinea)
Independence Day
Liberty Day
Fundamental Law Day

Labor Day (USA)
Independence Day (Equatorial Guinea)
Columbus Day
Veterans Day
Feast of Santa Isabel
Thanksgiving Day
Feast of the Immaculate Conception
Christmas Day

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Manager.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014) is incorporated by reference (See SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients over the past five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Equatorial Guinea, then the offeror shall provide its international experience. Offerors are advised that the past performance information

requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

Quality of services provided under the contract;

Compliance with contract terms and conditions;

Effectiveness of management;

Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and

Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for gardening services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
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52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
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52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING(NOV 2014)
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52.209-7	INFORMATION REGARDING RESPONOSIBILITY MATTERS (JUL 2013)
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52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
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52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
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52.237-1 SITE VISIT (APR 1984)

The site visit will be held on June 2, 2015 at 2:00PM at the US Embassy in Malabo. Prospective offerors/quoters should contact Tito Abeso (AbesoTG@state.gov) for additional information and to arrange entry to the compound.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State

A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ayemere Okojie at 555-000-031. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105)

by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this

provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has

failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this

solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision(s) is/are provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision: Foreign person means any person other than a United States person as defined below.
United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.
- (b) Certification. By submitting this offer, the offeror certifies that it is not:
 - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Equatorial Guinea

- ☒ Workers’ compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial

and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

- (1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)